

C. GRANVILLE WYCHE  
ALFRED F. BURGESS  
C. THOMAS WYCHE  
DAVID L. FREEMAN  
JAMES C. PARHAM, JR.  
JAMES M. SHOEMAKER, JR.  
WILLIAM W. KEHL  
CHARLES W. WOFFORD  
LARRY D. ESTRIDGE  
D. ALLEN GRUMBINE  
CARY H. HALL, JR.  
CARL F. MULLER  
HENRY L. PARR, JR.  
BRADFORD W. WYCHE

WYCHE, BURGESS, FREEMAN & PARHAM

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

GREENVILLE, SOUTH CAROLINA 29603

January 7, 1981

POST OFFICE BOX 10207  
44 EAST CAMPERDOWN WAY  
CABLE ADDRESS: JURAL  
TELEPHONE 803-242-3131

RECORDATION NO. 9149/C FILED 1453

FFB 3 1981 -1) 25 AM

Interstate Commerce Commission  
12th and Constitution Ave., N.W.  
Washington, D. C. 20423

NOV 2 1981  
FEB 3 1981  
Date *10.00*  
Fee \$ *10.00*  
ICC Washington, D. C.

Attention: Mrs. Lee  
Room 2303

Re: National Railway Utilization Corporation -  
Amendment to Management Agreement

Dear Mrs. Lee:

Enclosed herewith for filing is the original and one fully executed copies of an Amendment dated as of October 1, 1980 to Management Agreement dated as of December 17, 1977 between The Citizens and Southern National Bank of South Carolina, as Trustee under a Trust Agreement dated as of December 17, 1977, and National Railway Utilization Corporation.

The Management Agreement which is being amended was filed with the ICC on December 30, 1977 under Recordation No. 9149-A.

The address for National Railway Utilization Corporation is 1100 Centre Square East, 1500 Market Street, Philadelphia, Pa. 19103. The address for The Citizens and Southern National Bank of South Carolina is P. O. Box 1449, Greenville, S. C. 29602.

The Equipment covered by this Agreement is 28 Boxcars, Type XM (50' 6" 70-ton) bearing Road Numbers NSL 102270 - NSL 102297 (both inclusive).

Our check in the amount of \$10.00 is enclosed to cover the filing fee. Please return the original to the undersigned with the recording data stamped thereon.

Very truly yours,

*Will W. Kehl*

William W. Kehl

WWK:ebw  
Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

2/3/81

**OFFICE OF THE SECRETARY**

**William W. Kehl**  
**Wyche, Burgess, Freeman & Parham**  
**P.O.Box 10207**  
**Greenville, S.C. 29603**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/3/81 at 10:25am , and assigned re-recording number(s). 9149-C

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

## AMENDMENT TO MANAGEMENT AGREEMENT FFB 3 1981 -1) 25 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT, dated as of October 1, 1980 to Management Agreement dated as of December 17, 1977 (the Management Agreement) between THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, as Trustee under a Trust Agreement dated as of December 17, 1977 (the Trustee), and NATIONAL RAILWAY UTILIZATION CORPORATION (NRUC):

W I T N E S S E T H:

WHEREAS, the Trustee has executed and delivered to Citicorp Leasing, Inc., as Vendor (the Vendor), a Conditional Sale Agreement dated as of December 17, 1977 (the Conditional Sale Agreement) with respect to the purchase by the Trustee, subject to the terms and conditions therein stated, of 28 70-ton 50'6" Boxcars which are to bear Railroad Numbers NSL 102270-102297, inclusive, (the Equipment, and each such Boxcar being herein referred to as a Unit), manufactured by the Golden Tye Division of NRUC; and

WHEREAS, the Trustee has agreed under the Conditional Sale Agreement to do and perform certain things with respect to the management, maintenance and operation of the Equipment and, consequently, the Trustee has retained the services of NRUC, as agent of the Trustee, for such purpose; and

WHEREAS, NRUC heretofore entered the Management Agreement to perform on behalf of the Trustee all duties and obligations of the Trustee under the Conditional Sale Agreement and to manage the Equipment for the account of the Trustee; and

WHEREAS, the Trustee is entitled to terminate the Management Agreement pursuant to the provisions of Section 5 thereof; and

WHEREAS, the Trustee and NRUC desire to continue the Management Agreement as amended herein;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as follows:

1. Section 5 of the Management Agreement is hereby amended to read as follows:

"5. Management Fees. In consideration of the management services performed by NRUC, the Trustee agrees to pay NRUC 20% of all revenues earned by the Trustee's Units (net of reclaims)."

2. All other provisions of the Management Agreement shall remain in full force and effect.

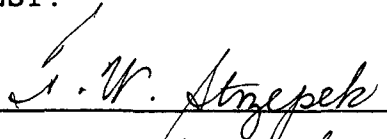
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date above written.

NATIONAL RAILWAY UTILIZATION CORPORATION

BY: 

TITLE: President

ATTEST:

  
Title: Asst. Secretary

THE CITIZENS AND SOUTHERN NATIONAL BANK  
OF SOUTH CAROLINA, AS TRUSTEE

BY: 

TITLE: Vice President and Senior Trust Officer

ATTEST:

  
Title: Trust Officer

STATE OF Pennsylvania  
COUNTY OF Philadelphia

On this December 15th day of October, 1980, before me personally appeared John A. Marisotti, to me personally known, who, being by me duly sworn, says that he is President of National Railway Utilization Corporation, and G. W. Stuppek, to me personally known to be the Asst. Secretary of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Martha T. Mills  
Notary Public

my Commission Expires: MARCH 5, 1984  
MARTHA T. MILLS  
Notary Public, Phila., Phila. Co.  
My Commission Expires March 5, 1984

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

On this December 22nd day of October, 1980, before me personally appeared Wade H. Bryant, to me personally known, who, being by me duly sworn, says that he is Vice President and Senior Trust Officer of The Citizens and Southern National Bank of South Carolina, and Thomas P. Whitmore II, to me personally known to be the Trust Officer of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Betty J. Fogle  
Notary Public

(SEAL)

My Commission Expires: 5/15/88